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Attorneys for Defendant
ELECTRONIC DATA SYSTEMS
CORPORATION

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

DONNIE COX,

Plaintiff,

v.

ELECTRONIC DATA SYSTEMS
CORPORATION; and DOES 1 through
10, inclusive,

Defendants.

Case No. **CV 08 3927**
NOTICE OF REMOVAL OF ACTION

TO PLAINTIFF DONNIE COX and his attorneys of record:

PLEASE TAKE NOTICE THAT ELECTRONIC DATA SYSTEMS
CORPORATION ("EDS") hereby removes to this Court the State Action described below:

1. On July 11, 2008, an action was commenced in the Superior Court of
California in and for the City and County of San Francisco, entitled *Donnie Cox v. Electronic Data
Systems Corporation, et al.*, Case No. CGC-08-477444. A copy of the Complaint and the remainder
of the State Court files are attached as Exhibit "A" hereto. A Summons and Complaint have not yet
been served on EDS.

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JURISDICTION

A. DIVERSITY JURISDICTION

2. The Court has original jurisdiction over this civil suit under 28 U.S.C. § 1332 and it may be removed to this court by Defendant pursuant to the provisions of 28 U.S.C. § 1441(a)(b) and 28 U.S.C. § 1367, in that it is a civil action between citizens of different states and the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs. EDS was, at the time of commencement of this action, and still is, a citizen of the states of Delaware and Texas. EDS was, and is, incorporated in the State of Delaware, with its principal place of business located in Plano, Texas. Both at the time of commencement of the action, and at the time of this removal, EDS had its headquarters and home office located in Plano, Texas, where it exercises day-to-day control over its business. Plaintiff Cox is a citizen of the State of California, residing in California, both at the time the action was filed, and at the time of removal. There are no other identified defendants.

3. Plaintiff sues for wrongful termination in violation of public policy under California law. (Complaint, First Cause of Action.) Plaintiff also alleges that he was terminated in breach of a contract, the terms of which apparently include provisions that terminations would occur only pursuant to reductions in the workforce, for severe misconduct, or after employees are put on performance improvement plan and fail to meet the expectations of the plan. (Complaint, Fifth Cause of Action and ¶ 9.)

4. Plaintiff also alleges that his employer failed to immediately pay all wages due and owing to him under California Labor Code section 201 at the time of his termination. (Complaint, Second Cause of Action.)

5. Plaintiff also alleges that his former employer is guilty of fraud in that it intentionally misrepresented facts to him to induce him to accept a non-managerial technical position. (Complaint, Sixth Cause of Action and ¶¶ 11, 12, 13, 38-41.) Plaintiff alleges that the fraud caused him economic harm. (Complaint, ¶ 41.)

6. Plaintiff also alleges that his employer committed the tort of intentional interference with prospective economic advantage. (Complaint, Fourth Cause of Action.) Plaintiff

1 alleges that after he was terminated, in September of 2006, he was not hired by a prospective
2 employer, the California State Automobile Association ("CSAA") because EDS falsely told CSAA
3 that he had been terminated from EDS for cause. (Complaint, ¶ 22.) Plaintiff alleges that EDS'
4 conduct intentionally disrupted an economic relationship between Plaintiff and CSAA, causing
5 Plaintiff economic loss. (Complaint, ¶ 32-34.) Plaintiff alleges that he suffered emotional distress,
6 illness, embarrassment, humiliation, damages to his professional reputation and standing, lost
7 compensation, and future lost compensation.

8 7. Plaintiff alleges that his prospects for future employment and career
9 advancement have been diminished. (Complaint, ¶ 46.)

10 8. Plaintiff seeks damages for loss of pay and benefits, humiliation, mental
11 anguish, emotional distress, punitive damages, waiting time penalties under Labor Code section 203,
12 interest and attorneys' fees. (Complaint, Prayer for Relief.)

13 9. Plaintiff alleges that at the time he was terminated in July of 2006 he was
14 earning a salary of \$110,400. (Complaint, ¶ 18.)

15 10. The Complaint does not set forth the amount of Plaintiff's alleged damages.
16 However, Defendant believes the following establishes that the amount in controversy will likely
17 exceed \$75,000:

18 a. Plaintiff was making \$110,400 at the time of his discharge. He alleges
19 that he was wrongfully discharged in violation of public policy, and in breach of contract.
20 Defendant is informed and believes that since his termination, Plaintiff has not found comparable
21 full time employment elsewhere and that Plaintiff's alleged economic damages alone are in excess of
22 \$75,000.

23 b. A defendant may use damage awards in other cases to establish the
24 amount in controversy. *Simmons v. PCR Technology*, 209 F.Supp.2d 1029, 1033 (N.D. Cal. 2002).
25 In *White v. FCI USA, Inc.* 319 F.3d 672, 674 (5th Cir. 2003) the court held that it was apparent that
26 plaintiff's wrongful termination claim exceed \$75,000 based on her "lengthy list of compensatory
27 and punitive damages" (loss of pay, fringe benefits, impaired earning capacity, emotional distress),
28 and her claim for attorneys' fees. Without conceding that Plaintiff's claims have merit, or that such

damages are justified, Defendant notes that punitive damages have been awarded in similar claims for wrongful discharge in violation of public policy in substantial amounts. *See, Smith v. Brown-Korman Distillers Corp.*, 196 Cal.App.3d 503, 516 (1987) (\$250,000 award of punitive damages upheld). Courts have also awarded substantial damages for emotional distress in public policy discharge cases. *See, Bihun v. AT&T Info Sys. Inc.*, 13 Cal.App.4th 664, 669 (1993) (\$662,000 for emotional distress); *Watson v. Dept. of Rehabilitation*, 212 Cal.App.3d 1271, 1294 (1989) (\$1,102,000 for emotional distress). *See also*, cases cited in *Simmons v. PCR Technology, supra*, 209 F.Supp.2d 1029 at 1034.

c. While Defendant does not concede that Plaintiff's claims have any merit, based on *the* foregoing, the amount in controversy in this case is likely to exceed \$75,000. Not only will Plaintiff's claim for lost future wages and benefits alone likely exceed \$75,000. Plaintiff also seeks damages for emotional distress, waiting time penalties, punitive damages and attorneys' fees.

11. Venue is appropriate in this Court because the action was removed from San Francisco Superior Court. 28 U.S.C. § 1446(a).

12. As required by 28 U.S.C. § 1446(d), promptly after filing this Petition, Defendant will give written notice to Plaintiff's counsel and file a copy with the Clerk of the state court.

Dated: August 18, 2008



ROBERT L. ZALETEL
LITTLER MENDELSON
A Professional Corporation
Attorneys for Defendant
ELECTRONIC DATA SYSTEMS
CORPORATION

Firmwide: 86129947.1 056073.1009

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 650 California Street, 20th Floor, San Francisco, California 94108.2693. On August 18, 2008, I served the within document(s):

CIVIL COVER SHEET AND NOTICE OF REMOVAL OF ACTION

- ☒ by placing a true copy of the document(s) listed above for collection and mailing following the firm's ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at San Francisco, California addressed as set forth below.
- ☐ by depositing a true copy of the same enclosed in a sealed envelope, with delivery fees provided for, in an overnight delivery service pick up box or office designated for overnight delivery, and addressed as set forth below.
- ☐ by personally delivering a copy of the document(s) listed above to the person(s) at the address(es) set forth below.

Dan Siegel, Esq.
 Dean Royer, Esq.
 SIEGEL & YEE
 499 14th Street, Suite 220
 Oakland, CA 94612

I am readily familiar with the firm's practice of collection and processing correspondence for mailing and for shipping via overnight delivery service. Under that practice it would be deposited with the U.S. Postal Service or if an overnight delivery service shipment, deposited in an overnight delivery service pick-up box or office on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 18, 2008, at San Francisco, California.

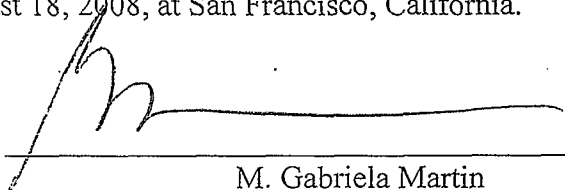

 M. Gabriela Martin

EXHIBIT A

SUMMONS ISSUED
FILED
San Francisco County Superior Court

JUL 11 2008

GORDON PARK-LI, Clerk

By: SET

P. NATT Deputy Clerk

DAN SIEGEL, SBN 56400
DEAN ROYER, SBN 233292
SIEGEL & YEE
499 14th Street, Suite 220
Oakland, California 94612
Telephone: (510) 839-1200
Facsimile: (510) 444-6698

DEC 12 2008 -9AM

Attorneys for Plaintiff
DONNIE COX

DEPARTMENT 212

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

DONNIE COX,

Plaintiff,

vs.

ELECTRONIC DATA SYSTEMS
CORPORATION; and DOES 1 through 10,
inclusive,

Defendants.

Case No.

066-08-477444

VERIFIED COMPLAINT
FOR DAMAGES

Employment/Wage Claim/Conversion

Jury Trial Demanded

Comes now plaintiff DONNIE COX and alleges the following:

PRELIMINARY STATEMENT

1. DONNIE COX, a former employee of ELECTRONIC DATA SYSTEMS CORPORATION (EDS), brings this action for damages and restitution against defendant EDS for wrongful termination, late payment of wages, conversion, intentional interference with prospective economic advantage, breach of contract, fraud and unlawful business practices. EDS terminated COX for carrying out his jury duty, failed to pay outstanding wages immediately upon termination, refused to allow COX to retrieve his personal belonging from his office, caused COX to not be hired by telling a prospective employer he had been fired for cause, and denied COX a severance by making misrepresentations about a reorganization.

JURISDICTION AND VENUE

2. Plaintiff's claims arise under the statutory and common law of the State of California.

3. The actions giving rise to this lawsuit occurred in the City and County of San Francisco.

PARTIES

4. At all times relevant hereto, plaintiff COX was an employee of EDS until his termination. He was hired by EDS as the Systems Information Specialist in or about October 1999, and promoted to Technical Delivery Team Leader in or about March 2004. COX worked at the offices of California State Automobile Association (CSAA), 150 Van Ness Ave, San Francisco, California, a client of EDS.

5. At all times relevant hereto, defendant EDS employed persons at the offices of CSAA, 150 Van Ness Ave, San Francisco, California.

6. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive, whether individual, corporate, associate, or otherwise are unknown to plaintiff COX, who therefore sues such defendants by fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff COX is informed and believes, and thereon alleges, that each of the fictitiously named defendants is responsible in the manner set forth herein, or some other manner for the occurrences alleged herein and that the damages as alleged herein were proximately caused by their conduct. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named defendants is a California resident. Plaintiff will amend this complaint to show the true names and capacities of each of the fictitiously named defendants when such names and capacities have been determined.

7. Plaintiff is informed and believes, and based on that information and belief alleges, that at all times mentioned in this complaint defendants were the agents and employees of their co-defendants and in doing the things alleged in this complaint were acting in the course and scope of such agency and employment.

STATEMENT OF FACTS

8. In or about October 1999, EDS provided COX with an offer letter to employ COX as a Systems Information Specialist, subject to certain prerequisites, at the offices of CSAA. COX

met all of the prerequisites and began working for EDS on or about October 11, 1999.

9. EDS has a practice and policy of on-going evaluation of its employees, and termination is normally only done pursuant to a reduction in workforce, severe misconduct, or after employees are put on a Performance Improvement Plan and fail to meet the expectations of the plan.

10. As a Systems Information Specialist, COX was rated Far Exceeds or Exceeds expectations as part of EDS's evaluation. As a Technical Delivery Team Leader, COX was rated Meets Expectations. In March 2006, EDS put COX on a Performance Improvement Plan immediately after rating him Meets Expectations. COX met the expectations of the Performance Improvement Plan.

11. On or about May 5, 2006, EDS notified COX there was a plan to reorganize the company, including moving COX from his management position as Technical Delivery Team Leader to a non-managerial technical role. COX's supervisor, Jane Barrett, told COX that his Technical Delivery Team Leader was being eliminated. Barrett also told COX that the non-managerial technical position was an equivalent position that would make COX ineligible for a severance. The next day, COX accepted the non-managerial technical position. A few weeks later, COX learned that his new non-managerial technical position did not appear in EDS' new organization charts and COX's Technical Delivery Team Leader position was not eliminated and filled by Brian Avery.

12. COX is informed and believes that at the time Barrett communicated to COX that his Technical Delivery Team Leader position was being eliminated, that Barrett knew it was not going to be eliminated but filled by someone other than COX, or did not have any reasonable ground for believing the Technical Delivery Team Leader position was being eliminated. Barrett made this communication with the intent to induce COX to accept the non-managerial technical position.

13. COX was unaware of the fact that his Technical Delivery Team Leader position was not going to be eliminated but filled by someone other than himself, and acted in reliance upon Barrett's communication when he accepted the non-managerial technical position.

14. COX received a jury summons from the Superior Court of California for the City and

County of San Francisco in or about March 2006, for jury service starting June 19, 2006. On June 14, 2006, COX gave notice to EDS, including his local manager, that he had jury duty starting June 19, 2006. On June 20, 2006, COX gave notice to EDS that he had to report to jury duty that day. COX also had jury duty on June 21, 2006. COX is informed and believes EDS has no policy regarding providing notice of jury duty.

15. On July 6, 2006, COX applied for a position with CSAA.

16. On or about July 11, 2006, EDS terminated COX. Barrett told COX that he was being terminated for cause. Barrett gave the following examples of cause: COX was not in the office on June 20 and the local manager did not know where COX was, COX was not in the office on June 21 and did not communicate a report to the local manager, COX did not attend a finance meeting on June 22. COX was not notified of the finance meeting until he returned to work from jury duty on the morning of June 22. COX communicated the report on June 22.

17. COX owned a space heater, six picture frames, a five year anniversary employee gift, and other personal items that he kept in his EDS office, collectively worth approximately \$200. On or about July 11, 2006, COX requested he be allowed to remove said items, but EDS refused. After the termination COX requested he be allowed to return to EDS at a later date to retrieve said items, but EDS refused.

18. As of July 11, 2006, EDS paid COX an annual salary of \$110,400.24. At the time of COX's termination, EDS owed COX \$3,067.27 in salary, and \$4,583.94 in accrued vacation.

19. EDS did not pay COX the outstanding salary and accrued vacation on July 11, 2006.

20. EDS paid COX the accrued vacation by check, mailed on July 12, 2006. COX received the check on July 14, 2006.

21. EDS paid COX the outstanding salary by electronic deposit on July 14, 2006.

22. In or about September 2006, CSAA informed COX he was not going to be hired because Human Resources could not approve it. COX is informed and believed he was not hired by CSAA because EDS told CSAA that COX had been terminated from EDS for cause.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

23. On or about January 11, 2006, COX filed a complaint with the Department of Labor

Standards Enforcement regarding his termination from EDS, case no. 1676-SACRCI.

FIRST CAUSE OF ACTION FOR WRONGFUL DISCHARGE

IN VIOLATION OF PUBLIC POLICY

24. Plaintiff COX realleges and fully incorporates herein paragraphs 1-23 above.

25. By virtue of the foregoing, EDS wrongfully discharged COX in violation of the public policy expressed in the Labor Code section 230(a).

26. As a result of EDS's conduct, COX has suffered and will continue to suffer prejudice and pecuniary loss as described below. The exact amount of damages suffered by COX has yet to be ascertained.

WHEREFORE, COX prays for judgment against EDS as hereinafter set forth.

SECOND CAUSE OF ACTION FOR LATE PAYMENT OF WAGES

(Labor Code, §§ 201)

27. Plaintiff COX realleges and fully incorporates herein paragraphs 1-26 above.

28. By virtue of the foregoing, EDS terminated COX and failed to immediately pay all wages due and owing. As a result of EDS's conduct, COX has suffered and will continue to suffer prejudice and pecuniary loss as described below. The exact amount of damages suffered by COX has yet to be ascertained.

WHEREFORE, COX prays for judgment against EDS as hereinafter set forth.

THIRD CAUSE OF ACTION FOR CONVERSION

29. Plaintiff COX realleges and fully incorporates herein paragraphs 1-28 above.

30. By virtue of the foregoing, EDS knowingly interfered with COX's ownership of personal property.

31. As a result of EDS's conduct, COX has suffered and will continue to suffer prejudice and pecuniary loss as described below. The exact amount of damages suffered by COX has yet to be ascertained.

WHEREFORE, COX prays for judgment against EDS as hereinafter set forth.

FOURTH CAUSE OF ACTION FOR INTENTIONAL INTERFERENCE WITH

PROSPECTIVE ECONOMIC ADVANTAGE

32. Plaintiff COX realleges and fully incorporates herein paragraphs 1-31 above.

33. By virtue of the foregoing, EDS intentionally disrupted an economic relationship between COX and CSAA by means of wrongful acts.

34. As a result of EDS's conduct, COX has suffered and will continue to suffer prejudice and pecuniary loss as described below. The exact amount of damages suffered by COX has yet to be ascertained.

WHEREFORE, COX prays for judgment against EDS as hereinafter set forth.

FIFTH CAUSE OF ACTION FOR BREACH OF CONTRACT

35. Plaintiff COX realleges and fully incorporates herein paragraphs 1-34 above.

36. By virtue of the foregoing, EDS and COX entered into a contract and EDS breached that contract.

37. As a result of EDS's conduct, COX has suffered and will continue to suffer prejudice and pecuniary loss as described below. The exact amount of damages suffered by COX has yet to be ascertained.

WHEREFORE, COX prays for judgment against EDS as hereinafter set forth.

SIXTH CAUSE OF ACTION FOR FRAUD

38. Plaintiff COX realleges and fully incorporates herein paragraphs 1-37 above.

39. By virtue of the foregoing, EDS X intentionally misrepresented a material fact and caused COX to rely to his detriment thereby.

40. By virtue of the foregoing, EDS X negligently misrepresented a material fact and caused COX to rely to his detriment thereby.

41. As a result of EDS's conduct, COX has suffered and will continue to suffer prejudice and pecuniary loss as described below. The exact amount of damages suffered by COX has yet to be ascertained.

WHEREFORE, COX prays for judgment against EDS as hereinafter set forth.

SEVENTH CAUSE OF ACTION FOR UNFAIR BUSINESS ACTS

(Bus. & Prof. Code, § 17200)

42. Plaintiff COX realleges and fully incorporates herein paragraphs 1-41 above.

1 43. By virtue of the foregoing, EDS violated Labor Code section 203(a) by terminating
2 COX.

3 44. By virtue of the foregoing, EDS violated Labor Code section 201 by terminating COX
4 and failing to immediately pay all wages due and owing.

5 45. As a result of EDS's conduct, COX has suffered and will continue to suffer prejudice and
6 pecuniary loss as described below. The exact amount of damages suffered by COX has yet to be
7 ascertained.

8 WHEREFORE, COX prays for judgment against EDS as hereinafter set forth.

9 DAMAGES

10 46. As a result of the actions of defendant EDS and its agents and employees, COX has been
11 injured and has suffered damages as follows:

- 12 a) He has suffered from emotional distress, illness, embarrassment, and humiliation,
13 and has suffered damages to his professional reputation and standing.
14 b) De has lost compensation to which he has been entitled and will lose such
15 compensation in the future.
16 c) His prospects for future employment and career advancement have been greatly
17 diminished.

18 PUNITIVE DAMAGES

19 47. One or more officers, directors, or managing agents of defendant EDS acted on behalf of
20 EDS when they engaged in conduct alleged herein constituting malice, oppression, and fraud in
21 order to harm COX and to deprive him of his rights to fair and equal treatment under the laws, all
22 without lawful justification and because of plaintiff's sex and marital status. Accordingly,
23 plaintiff COX is entitled to punitive damages against defendant EDS in this action.

24 WHEREFORE, plaintiff DONNIE COX requests that this Court grant him relief as
25 follows:

- 26 (1) Compensatory damages for loss of pay and benefits;
27 (2) Restitution for loss of pay and benefits;
28 (3) General damages for humiliation, mental anguish, and emotional distress;

- (4) Punitive damages, according to proof;
- (5) Waiting time penalty under Labor Code section 203;
- (6) Interest at the legal rate;
- (7) Attorney's fees;
- (8) Costs of suit; and
- (9) Such other and further relief as the Court may deem proper.

Dated: July 11, 2008

SIEGEL & YEE

By: 

Dean Royer

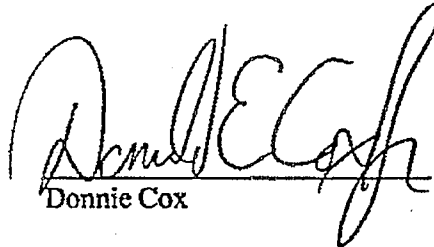
Attorneys for plaintiff
DONNIE COX

VERIFICATION

I, DONNIE COX, declare as follows:

I am the plaintiff in the above-entitled case. I have read the foregoing Verified Complaint and know the contents thereof. The same is true of my own personal knowledge, except where stated therein upon information and belief, and as to such matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on July 11, 2008, at Oakland, California.


Donnie Cox

CASE NUMBER: CGC-08-477444 DONNIE COX VS. ELECTRONIC DATA SYSTEMS CORPORA

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: DEC-12-2008
TIME: 9:00AM
PLACE: Department 212
400 McAllister Street
San Francisco, CA 94102-3680

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference.

However, it would facilitate the issuance of a case management order without an appearance at the case management conference if the case management statement is filed, served and lodged in Department 212 twenty-five (25) days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state.

ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A MANDATORY SETTLEMENT CONFERENCE OR TRIAL.
(SEE LOCAL RULE 4)

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

Superior Court Alternative Dispute Resolution Coordinator
400 McAllister Street, Room 103
San Francisco, CA 94102
(415) 551-3876

See Local Rules 3.6, 6.0 C and 10 D re stipulation to commissioners acting as temporary judges

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): DAN SIEGEL, SBN 56400 DEAN ROYER, SBN 233292 SIEGEL & YEE, 499 14th Street, Suite 220, Oakland, California 94612 TELEPHONE NO.: (510) 839-1200 FAX NO.: (510) 444-6698 ATTORNEY FOR (Name): DONNIE COX		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> San Francisco County Superior Court JUL 11 2008 GORDON PARK-LI, Clerk BY: <i>Parau</i> <i>Matt</i> Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102-4514 BRANCH NAME:		CASE NAME: Donnie Cox v. Electronic Data Systems Corporation	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	
CASE NUMBER: 68-88-477444		JUDGE: DEPT:	

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) Non-PIP/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/WD tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |

3. Type of remedies sought (check all that apply):

- a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): **Three: sexual orientation and age discrimination, breach of contract**

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **July 11, 2008**

Dean Royer

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

The JS 44 civil cover sheet and the instructions on this sheet must be replaced by the filing and the filing fee. The filing fee is required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS Donnie Cox (b) County of Residence of First Listed Plaintiff San Francisco (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorney's (Firm Name, Address, and Telephone Number) Dan Siegel and Dean Royer Phone: 510.839.1200 Siegel & Yee 499 14 th Street, Suite 220 Oakland, CA 94612	DEFENDANTS Electronic Data Systems Corporation County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. Attorneys (If Known) Robert L. Zaletel Littler Mendelson 650 California Street, 20 th Floor San Francisco, CA 94108 Phone: 415.433.1940
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E-filing

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:33%;">PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business In This State.</td> <td style="width:33%;">PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td>PTF <input type="checkbox"/> 2 DEF <input checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td>PTF <input type="checkbox"/> 5 DEF <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td>PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td>PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State.	PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4	Citizen of Another State	PTF <input type="checkbox"/> 2 DEF <input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	PTF <input type="checkbox"/> 5 DEF <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6
Citizen of This State	PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State.	PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4										
Citizen of Another State	PTF <input type="checkbox"/> 2 DEF <input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	PTF <input type="checkbox"/> 5 DEF <input checked="" type="checkbox"/> 5										
Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6										

IV. NATURE OF SUIT (Place an "X" in One Box Only)						
CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	TORTS <table style="width:100%;"> <tr> <td style="width:50%;"> PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury </td> <td style="width:50%;"> PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability </td> </tr> </table>	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fed Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability					
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	SOCIAL SECURITY <input type="checkbox"/> 861 HIA(1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609		

V. ORIGIN (Place an "X" in One Box Only)

<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
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VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 28 U.S.C. §§ 1332, 1441(a)(b)

Brief description of cause:
 Wrongful discharge in violation of public policy

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint
 JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)

(PLACE AND "X" IN ONE BOX ONLY)

☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE

DATE: 8/15/08

SIGNATURE OF ATTORNEY OF RECORD: Robert L. Zaletel